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INTERSTATE COMMERCE COMMISSION

BIRMINGHAM TRUST NATIONAL BANK

THIRD SUPPLEMENT TO CHATTEL MORTGAGE - SECURITY AGREEMENT

Third Supplement dated as of December 28, 1973, from BIRMINGHAM TRUST NATIONAL BANK, a United States banking corporation (the "Company"), having its principal office at 112 North 20th Street, Birmingham, Alabama 35290, party of the first part, to THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, as TRUSTEE (the "Mortgagee"), whose address is 1500 Chestnut Street, Philadelphia, Pennsylvania, party of the second part,

W I T N E S S E T H:

WHEREAS, the Company has heretofore executed and delivered that certain Chattel Mortgage Trust Deed, Assignment of Rents and Security Agreement dated as of January 2, 1973 (the "Original Mortgage") to the Mortgagee as security for the payment in full of all principal of and interest on the 8 1/4% Notes of the Company not exceeding \$2,210,000.000 in aggregate principal amount (being hereinafter sometimes referred to as the "Notes") issued or to be issued and outstanding under that certain Loan Agreement dated as of January 2, 1973 (the "Loan Agreement"), between the Company and the Dollar Savings Bank and General American Life Insurance Company;

WHEREAS, the Original Mortgage was recorded in the Office of the Secretary of the Interstate Commerce Commission on January 29, 1973 and has been assigned Recordation No. 6879; and

WHEREAS, 8 1/4% Notes of the Company in the aggregate original principal amount of **\$2,102,679** have been issued and are presently outstanding under the Note Agreement and the Original Mortgage; and

WHEREAS, the Company has covenanted and agreed that prior to or concurrently with the issuance of Notes on each subsequent Closing Date provided for by the Loan Agreement the Company will execute, acknowledge and deliver a supplement to the Original Mortgage specifically describing as part of the mortgaged property the railroad cars which were financed on the original closing and are being financed through the issuance of Notes on such subsequent Closing Date and confirming the mortgage thereof as security for all Notes issued or to be issued under the Loan Agreement; and

WHEREAS, all requirements of law and by-laws and articles of incorporation of the Company have been fully complied with and all other acts and things necessary to make this Supplement a valid, binding and legal instrument for the security of the Notes have been done and performed;

NOW, THEREFORE, the Company in consideration of the premises and of the sum of Ten Dollars received by the Company from the Mortgagee and other good and valuable consideration the receipt whereof is hereby

acknowledged, and in order to secure equally and ratably the payment of the principal of and interest on the Notes according to their tenor and effect and to secure the payment of all other indebtedness described in the Original Mortgage and the performance and observance of all the covenants and conditions contained in the Notes, the Original Mortgage and the Loan Agreement, and in each and every agreement or supplement thereto heretofore or hereafter executed provided to be performed or observed by the Company, the Company does hereby grant, bargain, sell, convey, warrant, mortgage, pledge and hypothecate unto the Mortgagee and its assigns forever, and grant a security interest in, all and singular the following described properties, rights, interests and privileges, that is to say:

DIVISION I

The railroad cars described in and bearing the numbers listed in Schedule I attached hereto and made a part hereof, being some of the railroad cars leased and delivered to Chicago, Milwaukee, St. Paul and Pacific Railroad Company (the "Lessee") under that certain Lease Agreement dated as of January 2, 1973 (the "Lease") between the Company, as Lessor, and the Lessee; and

DIVISION II

All accessories, equipment, parts and appurtenances appertaining or attached to any of the property hereinabove described, whether now owned or hereafter acquired, and all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to any and all of said property, together with all the rents, issues, income, profits and avails thereof.

SUBJECT, HOWEVER, to (a) the right and the interest of the Lessee under the Lease, and (b) the lien of current taxes and assessments not in default, or, if delinquent, the validity of which is being contested in good faith;

TO HAVE AND TO HOLD the property described in the Original Mortgage and in this Supplement, and all other property mortgaged under the Original Mortgage unto the Mortgagee and its assigns forever for the uses and purposes in the Original Mortgage set forth.

The Company hereby covenants, warrants and agrees that it is lawfully seized and possessed of the railroad cars described in Division I of the granting clause hereof and has good right, full power and authority to convey, transfer and mortgage said railroad cars to the Trustee for the uses and purposes herein set forth, and the railroad cars described in said Division I are owned by the Company free and clear of any and all liens and encumbrances (excepting only the lien of current ad valorem taxes not in default and the right, title and interest of the Lessee under the Lease), and that the Company will warrant and defend the title to the railroad cars against all claims and demands whatsoever (excepting only the right and the interest of the Lessee under the Lease).

The Company further covenants and agrees to perform and observe duly and punctually all of the covenants and

agreements contained in the Original Mortgage, all such covenants and agreements being hereby ratified, approved and confirmed.

This Supplement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original, but all together only one instrument.

All the covenants, stipulations, premises, undertakings and agreements herein contained by or on behalf of the Company shall be binding upon the Company and its successors and assigns.

IN WITNESS WHEREOF, Birmingham Trust National Bank has caused this Supplement to be executed on its behalf by its *Executive Vice* President and its corporate seal to be hereunto affixed and attested by its Secretary, all as of the day and year above written.

BIRMINGHAM TRUST NATIONAL BANK

By

[Signature]
Its *Exec V.* President

(corporate seal)

Attest:

[Signature]
Its Secretary

STATE OF ALABAMA

:

: SS

COUNTY OF

Jefferson

:

On this *22th* day of *December*, 1973, before me personally appeared *U. Ralph Cook*, to me personally known who being by me duly sworn, says that he is *Executive Vice* President of Birmingham Trust National Bank, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]
Notary Public

(Affix Notarial Seal)

My commission expires:

MY COMMISSION EXPIRES MAY 17, 1977.

SCHEDULE I

Rebuilt Covered Hopper Car Numbers

<u>Hulk</u>	<u>Rebuilt</u>	<u>Hulk</u>	<u>Rebuilt</u>	<u>Hulk</u>	<u>Rebuilt</u>	<u>Hulk</u>	<u>Rebuilt</u>
99257	96860	99307	96880	99115	96900	99179	96920
99237	96861	99220	96881	99195	96901	99210	96921
99275	96862	99234	96882	99288	96902	99231	96922
99197	96863	99135	96883	99277	96903	99152	96923
99300	96864	99125	96884	99212	96904	99250	96924
99240	96865	99253	96885	99110	96905	99274	96925
99213	96866	99159	96886	99080	96906	99261	96926
99104	96867	99239	96887	99111	96907	99116	96927
99138	96868	99233	96888	99082	96908	99209	96928
99265	96869	99270	96889	99124	96909	99077	96929
99251	96870	99070	96890	99087	96910	99134	96930
99095	96871	99304	96891	99202	96911	99216	96931
99243	96872	99211	96892	99101	96912	99140	96932
99278	96873	99072	96893	99254	96913	99296	96933
99183	96874	99162	96894	99127	96914	99136	96934
99071	96875	99236	96895	99225	96915	99133	96935
99292	96876	99297	96896	99123	96916	99287	96936
99268	96877	99309	96897	99318	96917	99122	96937
99091	96878	99129	96898	99228	96918	99322	96938
99170	96879	99204	96899	99308	96919	99103	96939
99164	96940	99084	96969	99266	96999		
99149	96941	99073	96970				
99269	96942	99262	96971				
99088	96943	99185	96972				
99102	96944	99113	96973				
99166	96945	99317	96974				
99260	96946	99293	96975				
99168	96947	99181	96976				
99171	96948	99131	96977				
99120	96949	99267	96978				
99246	96950	99114	96979				
99130	96951	99151	96980				
99180	96952	99081	96981				
99089	96953	99112	96982				
99109	96954	99196	96983				
99273	96955	99218	96984				
99298	96956	99172	96985				
99132	96957	96223	96986				
99319	96958	99176	96987				
		99191	96988				
99150	96959	99259	96989				
99206	96960	99252	96990				
99079	96961	99280	96991				
99147	96962	99285	96992				
99205	96963	99289	96993				
99302	96964	99299	96994				
99184	96965	99283	96995				
99276	96966	96324	96996				
99167	96967	99264	96997				
99188	96968	99226	96998				